

22.00  
See Attached

**RHODES**  
H O M E S

4730 S. Fort Apache Road, #300  
Las Vegas, NV 89147  
Ph : (702)873-5338

**Purchase Order Change Order**

RECEIVED

MAR 10 2005

To: Stanley Consultants, Inc  
5820 S. Eastern Avenue  
Suite 200  
Las Vegas, NV 89119

PO #: KING-001

Change Order #: 14 Water Application

Date: 3/9/2005

Job: KGMP-1000 Kingman 7600 Property

Cost Code

Outlining areas

Rhodes Homes submits a Change Order for the following changes in work:

**Change Order Detail:**

25	KGMP-1000	1-01-0400	Water Application	40,000.00
TOTAL:				40,000.00

Original Purchase Order Amount:	282,000.00
Changes Previously Approved:	758,200.00
Changes this Change Order:	40,000.00
Total PO Amount after this Change:	1,080,200.00

Rhodes Homes

Date

Please sign and return Original to

Stanley Consultants, Inc

Rhodes Homes

Date

Page 1 of 1

ST-RH024962



# Stanley Consultants INC

A Stanley Group Company  
Engineering, Environmental and Construction Services - Worldwide

March 1, 2005

Mr. Bill Roberts  
Land Development Manager  
Rhodes Homes Arizona, LLC  
2215 Hualapai Mountain Road, Suite H  
Kingman, Arizona 86401

*C.D.*

*original contract  
with #17501*

## EXHIBIT 1 CONFIRMATION AND AUTHORIZATION FOR WORK

Project # ~~17501~~, 17715, 17941, 17976 & 18084

Project Name: Rhodes Kingman/Mohave County, Arizona Projects *Dated 2/28/05, NO. 200024*  
Per your request, Stanley Consultants proposes an amendment to the existing contract for the following *by attached Exhibit 2,*  
Professional Services on a T&M (to be reviewed & approved by Rhodes Homes Arizona, LLC on a weekly basis) not to exceed as follows:

1. Ongoing updates to the property ownership exhibits and review title reports as long as budget remains - \$ 39,000.00.
2. Prepare the Phase II Planning, including the General Plan Amendments, supplements, public hearings and the Water/WW Authorities and Certificate of Convenience and Necessity (CCN) for the following areas:
  - Golden Valley 5800 - \$140,000.00
  - White Hills 3000 - \$160,000.00
  - Kingman 7600 - \$100,000.00
  - Temple Bar 3000 - \$120,000.00
  - X-1 Ranch 2500 - ~~XBMP1000~~ \$140,000.00 *1-01-0400*
3. Prepare the land planning bubble diagram for the Mohave County Rhodes parcels excluding the five mentioned above for the water application. The consultant shall coordinate with E.L.Montgomery on the Certificate of Convenience and Necessity (CCN). \$ 40,000.00

### Fee Type (select one):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Lump Sum                    | <input type="checkbox"/> Hourly Fee                         | <input type="checkbox"/> Cost Plus Fix Fee with ceiling |
| <input type="checkbox"/> Lump Sum plus reimbursables | <input checked="" type="checkbox"/> Hourly Fee with ceiling | <input type="checkbox"/> Time & Materials               |

Both parties agree that this work is not included in any existing authorization for work. All other terms and conditions of the existing authorization will prevail. We will proceed with these services upon receipt of this form with an authorized signature confirming the services and associated fees.

Stanley Consultants, Inc.

*David Woo for*  
David J. Frohnen  
cc: David Y. Woo *DF*

Rhodes Homes Arizona

By: \_\_\_\_\_

Exhibit 2  
Compensation  
Rhodes - Mohave County, Arizona

Stanley Consultants will provide the Professional Services as outlined in Exhibit 1 on a Time and Material basis as follows:

1. Rates for services on this Contract will be at the Direct Labor Rates attached (listed by Salary Classification) TIMES a multiplier of 3.20 to cover labor benefits, general overhead costs and Consultant's profit.
2. Rates for reimbursable expenses will be per the attached Schedule of Charges and will generally be cost plus 10% including work of all Sub-Consultants.
3. DLR and Service Charge rates are adjusted annually in April. New company published rates will supersede those attached herein. Any additional changes to the rates of team members will be by an addendum letter requesting prior approval by the client.

Consultant will endeavor to staff the project with exiting and new personnel and specialty sub-consultants on an expedited basis for the services outlined in Exhibit 1. One such specialty sub-consultant is Arico Inc. for master utility planning.

Also, Consultant will provide sufficient staff to provide additional related services for detailed engineering, surveying, mapping and related services to support the overall Rhodes Homes - Mohave County Program. Such projects to be contracted separately.

## Direct Labor Rates

Fiscal Year 2004-2005

Classification	Hourly Rates
SC-1.....	\$9.45
SC-2.....	11.90
SC-3.....	14.25
SC-4.....	16.35
SC-5.....	18.45
SC-6.....	20.55
SC-7.....	22.90
SC-8.....	24.90
SC-9.....	26.85
SC-10.....	29.10
SC-11.....	31.60
SC-12.....	34.00
SC-13.....	36.55
SC-14.....	39.45
SC-15.....	42.55
SC-16.....	47.40
SC-17.....	54.35
SC-18.....	61.05
SC-19.....	70.20

Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.

These rates are subject to change on or after April 2, 2005. They are computed by dividing annual mid-point base salary of each classification by 2,080 hours.

## Schedule of Charges

Fiscal Year 2004-2005

- I. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.50/mile
Automobile Assigned to Project Site	\$30.00/cal. day
Four-Wheel Drive Vehicles	\$0.60/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$40.00/cal. day
Computer-Aided Drafting and Design (CADD)	\$15.00/hour
Mylar Plots	\$10.00/plot
Global Positioning System Receivers	\$18.50/hour
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%

II. Technical Equipment:

Minimum rates will be used for up to one week. After that, the extended use rate will be used. Extended use rates apply where no minimum charge is listed.

	Minimum	Extended Per Day
Small Office Copiers (plus supplies)	\$30.00/week	\$2.00
Radio w/ Charger	\$15.00/week	\$2.00
Typewriters		\$1.00
Swiss Hammers	\$15.00/week	\$0.50
Distomat	\$70.00/week	\$10.00
Self Leveling Level	\$20.00/week	\$2.00
Theodolite	\$20.00/week	\$2.00
Ammeters & Other Electrical Test Equipment	\$15.00/month	\$0.50
Fathometer		\$20.00
Paint Thickness Gage		\$2.00
Punch & Binder		\$0.50
Chain Saw	\$20.00/week	\$5.00
Total Station Equipment	\$100.00/week	\$20.00

III. Graphic Charges:

Graphics	
Ink Jet Color Transparencies	\$2.50/image
OCR Scanning	\$1.00/image
Image Scanning	\$7.00/image
35mm Camera	\$10.00/week
Video Camera	\$25.00/week
TV/VCR	\$25.00/week
	\$2.00/day
	\$5.00/day
	\$5.00/day

IV. Micrographics:			
Aperture Card Mounted 35mm	\$1.50/card	16mm Roll Film + Develop.	\$16.50/roll
Slave Card	\$0.30/card	Duplicate 35mm Roll Film	\$42.00/roll
Keypunch Labeling	\$9.00/unit	Preparation of Drawings	\$0.15/each
35mm Roll Film	\$0.40/frame		
Offset:			
Quoted unit prices based on the following rates:			
	1-Color Large Press	1-Color Press	2-Color Press
Products:	\$60.00/hour	\$47.50/hour	\$52.50/hour
Plate (metal from neg.) - up to 20,000 impressions	\$18.50	\$10.00	\$10.00
Genesis C.T.P. - plates		\$12.00	\$12.00
Ink Change	\$30.00	\$25.00	\$25.00

## Copying:

Copiers 8500 - Estimating Jobs based on the following rates:

No. of Copies/Original	Rate	Convenience Copies	
1-5	\$0.10	Per Copy	\$0.10
6-100	\$0.06	Transparencies	\$1.50
101-300	\$0.05	Stanpats	\$1.75
301 and up	\$0.035	11 x 17 size counts as 2 copies	

## Color Laser Copies

Quoted prices based on quantity

## Reader-Printer

18x24 Hard Copy \$2.25

Bindery - Quoted prices based on supply plus the following rates:

Manual Process	\$36.00/hour
Mechanical Process	\$32.00/hour

V. Compensation for use of proprietary computer programs shall be a surcharge rate applied to the computer charge.

OCE 9700				
Sq. Ft.	Bond	Trans.	Vellum	Mylar
First 300 @	.25	.60	.70	1.25
Next 700 @	.20	.55	.65	1.70
Next 1500 @	.15	.50	.60	1.65
Over 2500 @	.125	.475	.575	1.625

Enlargements and Reductions

\$1.00 per drawing handling charge plus normal rate.

Scan to File Service

Number Scans	(Batch) Despeckle	(Batch) Desqueing	(Batch) Rotating
1-10 - 6.00/scan	1.00/scan	1.00/scan	1.00/scan
11-20 - 5.00/scan	.75/scan	.75/scan	.75/scan
21-50 - 4.00/scan	.50/scan	.50/scan	.50/scan
51-100 - 3.50/scan	.25/scan	.25/scan	.25/scan
101+ - 2.50/scan	.10/scan	.05/scan	.05/scan

Individual cropping and file maintenance \$30/hour.

Burning Scans To CDs

CDs \$50.00

Duplicate CDs \$25.00

- VI. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- VII. Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.
- VIII. Charges are subject to revision on or after April 2, 2005.

\*Call for quotes on larger quantities.



N/A

# Standard Terms and Conditions

## Exhibit 3

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

#### 3.1 Construction Cost

3.1.1 "Construction cost" means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.1.2 Labor furnished by CLIENT will be included in construction cost at current market rates, including a reasonable allowance for overhead, fringe benefits, and profit. Materials and equipment furnished by CLIENT will be included at current market prices F.O.B. project site, except that used material and equipment shall be included as if purchased new for project.

3.2 Cost Estimates. Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

~~4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.~~

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

#### 4.3 Payment

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal



rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.4 Controlling Law. Agreement shall be governed by Nevada law.

#### 4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 CONSULTANT's Accounting Records. Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 Separate Provisions. If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 Waiver. No waiver shall constitute a waiver of any subsequent breach.

#### 4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences,

or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.10 Period of Repose. Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project.

In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.13 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

Exhibit 4  
Special Provisions  
Rhodes - Mohave County, Arizona

Special provisions to this Agreement, are stated as follows.

1. In consideration of Consultant's endeavors to establish a local office in Kingman, Arizona, the duration of this Contract will be on-going from the date of execution with indefinite end date.
2. Consultant will prepare a time/cost report to the Client on a weekly basis for review and approval of time charged to the project. Consultant shall also invoice the Client monthly for services provided. Client shall promptly process and pay the amount due within 30 days receipt of invoices.
3. DLR and Service Charge rates are adjusted annually in April. New company published rates will supersede those attached herein. Any additional changes to the rates of team members will be by an addendum letter requesting prior approval by the client.
4. The Client may terminate this Agreement by a written notice to the Consultant with no less than 3 months advance notice, subject to the payment of all fees and expenses incurred through the termination date. Additionally, the Consultant shall be reimbursed a fee equal to the greater of i) The actual services rendered during the 3 month notice period or ii) an amount equal to the average compensation under this contract during the previous 2 months, for each of the 3 months of the notice period.